

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 9	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-03-P-0376		3. Award/Effective Date 2003MAY27		4. Order Number		5. Solicitation Number	
6. Solicitation Issue Date							
7. For Solicitation Information Call:		A. Name BOBBIE STEGALL		B. Telephone Number (No Collect Calls) (309) 782-3618		8. Offer Due Date/Local Time	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 e-mail: STEGALLB@RIA.ARMY.MIL		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked	
						<input checked="" type="checkbox"/> See Schedule	
						13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						13b. Rating DOA5	
						14. Method Of Solicitation	
<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA HARTFORD 130 DARLIN ST EAST HARTFORD CT 06108-3234			
Code				Code S0701A			
Telephone No.							
17. Contractor/Offeror		Code 13629		Facility		18a. Payment Will Be Made By	
COLT S MANUFACTURING COMPANY, INC. 545 NEW PARK AVE HARTFORD, CT. 061441868						Code HQ0337	
18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer						<input type="checkbox"/> See Addendum	
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)				23. Unit Price	
						24. Amount	
						FMS REQUIREMENT	
25. Accounting And Appropriation Data SEE ADDENDUM				26. Total Award Amount (For Govt. Use Only) \$385,200.00			
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.				<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
28. Contractor Is Required To Sign This Document And Return 2 Copies				29. Award Of Contract: Reference _____ Offer			
<input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309) 782-6736		31c. Date Signed	
32a. Quantity In Column 21 Has Been				33. Ship Number		34. Voucher Number	
<input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
32b. Signature Of Authorized Government Representative		32c. Date		36. Payment		37. Check Number	
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
				38. S/R Account Number		39. S/R Voucher Number	
				40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date		42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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Name of Offeror or Contractor:			

SUPPLEMENTAL INFORMATION

1. ITEM 0001AA: COLT R0801 COMMERCIAL M203 GRENADE LAUNCHER, QUANTITY 200 EACH @ \$1,200.00 FOR A TOTAL AMOUNT OF \$240,000.00 AND ITEM 0002AA: COLT R0801 COMMERICAL M203 GRENADE LAUNCHER, QUANTITY 121 EACH @ \$1,200.00 FOR A TOTAL AMOUNT OF \$145,200.00. THE TOTAL QUANTITY IS 321 EACH AND THE TOTAL AMOUNT OF THE CONTRACT IS \$385,200.00

2. COLTS MANUFACTURING COMPANY INC. REMITTANCE ADDRESS IS:

BANK OF BOSTON/CMCI
PO BOX 34014
BOSTON, MASSACHUSETTS 02241-34014

3. SHIP TO ADDRESS IS AS FOLLOWS:

NSA NARCOTICS AFFAIRS SECTION
AMERICAN EMBASSY UNIT 5127
APO AA 34038-5000
ATTN: CARLOS RODRIGUEZ

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1005-01-000-0000 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: COMML M203 GRENADE LCHR 40MM PRON: J52A0B27M1 PRON AMD: 02 ACRN: AA AMS CD: CDD006 CUSTOMER ORDER NO: S4CDD006 FMS CASE IDENTIFIER: S4-B-CDD <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 BS4A9N20189006 TXXCDD M TS4A00 1 <u>PROJ CD</u> <u>BRK BLK PT</u> TS4A00 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 200 30-SEP-2003 FOB POINT: Origin SHIP TO: <u>Contact DCMA for shipping instructions</u> MARK FOR: ATTN CARLOS RODRIGUEZ NSA NARCOTICS AFFAIRS SECTION AMERICAN EMBASSY UNIT 5127 APO AA 34038-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0376/0000	200	EA	\$ 1,200.00000	\$ 240,000.00
0002	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0002AA	<u>PRODUCTION QUANTITY</u>	121	EA	\$ 1,200.00000	\$ 145,200.00

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MOD/AMD

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

LINE	PRON /	OBLG						JOB			
ITEM	AMS_CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	ACCOUNTING	OBLIGATED	
								NUMBER	STATION	AMOUNT	
0001AA	J52A0B27M1	AA	2	9711	X8242S401X6V6V01CDD	00631E1S4S11116		29BB27	W52H09	\$ 240,000.00	
CDD006											
0002AA	J53A0H01M1	AB	2	9711	X8242S401X6V6V01ARI	00431E1S4S11116		39BH01	W52H09	\$ 145,200.00	
ARI004											
									TOTAL	\$	385,200.00

SERVICE					ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	9711	X8242S401X6V6V01CDD	00631E1S4S11116	W52H09	\$ 240,000.00
Army	AB	9711	X8242S401X6V6V01ARI	00431E1S4S11116	W52H09	\$ <u>145,200.00</u>
					TOTAL	\$ 385,200.00

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Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	APR/2003

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

 (4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii.) Alternate I to 52.219-5.

 (iii.) Alternate II to 52.219-5.

 X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

 (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

 (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

 (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I of 52.219-23

 (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

 (10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

 X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

 X (12) 52.222-26, Equal Opportunity (E.O. 11246).

 X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

 X (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

 X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

 X (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

 (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-03-P-0376 MOD/AMD</p>	<p style="text-align: center;">Page 7 of 9</p>
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- 6962(c)(3)(A)(ii).
- _____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _____ (18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).
- _____ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C. 2112 note).
- _____ (ii) Alternate I of 52.225-3.
- _____ (iii) Alternate II of 52.225-3.
- _____ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- _____ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- _____ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- _____ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- _____ (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- _____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- _____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- X (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- _____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- _____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not

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maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241 and U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64; and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6274)

2	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	APR/2003
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

 X 252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).

 X 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

 252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

 252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003)

(Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

 252.225-7021 Trade Agreements (Apr 2003)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003)

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(____Alternate I)(Apr 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003_ (10 U.S.C. 2534(a)(3)).

____252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

____252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

____252.232-7003 Electronic Submission of Payment Requests (Mar 2003) (10 U.S.C.2227)

____252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

__X__252.247-7023 Transportation of Supplies by Sea (May 2002) (____Alternate I)(Mar 2000)
(____Alternate II) (Mar 2000)(10 U.S.C. 2631).

__X__252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).

252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)